

ATTACHMENT "B"



CUSTOMER AGREEMENT
(UNITED STATES)

This Customer Agreement (the "Agreement") is entered into between Avaya Inc., with an office at 211 Mount Airy Road, Basking Ridge, New Jersey 07920 ("Avaya") and the Customer specified below ("Customer").

The effective date of this Agreement is _____ (the "Effective Date"). Where the Effective Date is not defined above, this Agreement will be effective on the date that Avaya countersigns this Agreement.

Avaya and Customer desire to implement terms and conditions pursuant to which Customer may purchase and/or license from Avaya for Customer's internal business use certain Products and Services (as defined in Attachment A to this Agreement) during the term of this Agreement. Therefore, Avaya and Customer agree as follows:

Incorporated into this Agreement by reference are:

Attachment A, General Terms (Version US0603)

Attachment A1, Order Specifications Form

AND AT LEAST ONE OF THE FOLLOWING SELECTED ATTACHMENTS (INITIAL THE LINE NEXT TO THOSE THAT APPLY):

<u>CHECK IF ATTACHED</u>	<u>CUSTOMER INITIALS</u>	<u>ATTACHMENT NAME</u>
_____	_____	Attachment B, Product Sales and Licensing Terms (Version US0603)
_____	_____	Attachment C, Installation Services Terms (Version US0603) and Attachment C1, Customer Responsibilities for Installation Services
<u> X </u>	_____	Attachment D, Maintenance Services Terms (Version US0603)
_____	_____	Attachment E, Milestone Services Terms (Version US0603) and Attachment E1, Milestone Statement of Work Form
_____	_____	Attachment F, Time & Materials Services Terms (Version US0603) and Attachment F1, Time & Materials Statement of Work Form
_____	_____	Attachment G, Management Services Terms (Version US0603) and Attachment G1, Management Services Statement of Work Form

The terms and conditions of this Agreement will apply to the provision of all Products and Services to Customer by Avaya during the term of this Agreement.

The term of this Agreement is thirty-six (36) months from the Effective Date. Customer Information:

Customer (Corporate Name): SUNNYVALE CITY OF PBLC SAFETY HDQT	Fax Number:
Street Address: 700 ALL AMERICA WY	Telephone Number:
City, State: SUNNYVALE , CA	Zip/Postal Code: 94086
Billing Address (if different from above):	

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

AVAYA INC.

By: _____
Name: _____
Title: _____
Date: _____



Service Agreement Order Specification Form

Customer Company Name Sunnyvale City of Public Safety Headquarters	Maintenance Payer:	Contract Date: 1/10/2005
Customer Contact Approving Contract	Billing Address:	Avaya Sales Contact: Myron Duckens
Corporate Address Sunnyvale City of Public Safety Headquarters 700 All America Way Sunnyvale CA 94086	Sunnyvale City of Public Safety Headquarters 700 All America Way Sunnyvale CA 94086	Sales Contact Address: 18201 Von Karman Ave Irvine CA 92612 Sales Contact Phone Number: 720-444-3191

Attached Documents:

Attachment Document Number	Attachment Document Description	Monthly Maintenance Price Total
Quote: 40993	Service Agreement Detail Document - 3 Year	\$6,652.06

The Maintenance Services being ordered on this Order Form and the associated billing may commence, in some cases, during the Avaya Product warranty period. The price presented here does not include applicable taxes. Applicable taxes will appear on customer's invoice. Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile the billing on any items which have been added (activated) or removed (deactivated) during the previous period. Maintenance service unit price associated with Call Center Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at time of the maintenance contract start date. This per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups.

Customer Contract Return Date:
3/10/2005
(signed contract needs to be returned to Avaya by the above date to be valid)

Maintenance Commencement Date:

Purchase order number or authorizing agent & telephone number

Avaya Internal use
Customer Hierarchy #:
Opportunity Tracking Number (OTN):
Quote #

Return Avaya Accepted Contract to (Customer Name & Address): Sunnyvale City of Public Safety Headquarters 700 All America Way Sunnyvale CA 94086	Name & Address of Avaya associate the contract needs to be returned to: Matthew Goodman 8744 Lucent Blvd Highlands Ranch CO 80129
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YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE ATTACHMENTS LISTED ABOVE. THESE TERMS AND CONDITIONS APPLY TO THIS ORDER, AND SUPERSEDE ANY SERVICE TERMS TO WHICH YOU PREVIOUSLY HAVE AGREED. YOUR SIGNATURE ALSO AUTHORIZES AVAYA TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.

Authorized Customer Signature: x	Date x	Accepted by	Date
Printed or Typed Name: x		Printed or Typed Name	
Title x		Title	
Address & Telephone number of Customer Signee (includes Corporate address, department) x			



Service Agreement Detail Document - Renewal

City of Sunnyvale Public Safety HQ 3
For
Sunnyvale City of Public Safety HQ

Quote Reference Number: 40993

Quote Produced on Jan 7, 2005

Quote Expires on Mar 8, 2005

Estimated Service Agreement Start Date: Jan 7, 2005

Payment Frequency: Monthly

Quote Term in Years: 3

Port Pricing Type: Switch and Terminal

IP Pricing Type: Basic IP Coverage



SAP Sold to: 0002721416
Payer Ref Number:
Sold to Address:
SUNNYVALE CITY OF PBLC SAFETY HDQT
700 ALL AMERICA WY
SUNNYVALE , CA 94086

MPC/Material Code	Description	*Qty	Warranty Expiration Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
Converged Voice Products		3-Year Term		Full Coverage 24x7				
000000000000114601	DEFINITY C-LAN WITH SYNCHRONOUS LINKS	1			\$0.00	\$0.00	\$0.00	\$0.00
		MPC Totals -				\$0.00	\$0.00	\$0.00
Data		3-Year Term		Full Coverage 24x7				
000000000000101090	MODEM MOUNTING UNIT	1		36	\$15.39	\$15.39	\$15.39	\$554.04
0000000000105659965	MODEM 2224C LTD/2	2		36	\$7.92	\$15.84	\$15.84	\$570.24
		MPC Totals -				\$31.23	\$31.23	\$1,124.28
Definity Call Center		3-Year Term		Remote Only Support 8x5				
000000000000108325	DEFINITY CALL CENTER BCMS NEW 50 AGENT T	1		36	\$15.70	\$15.70	\$15.70	\$565.20
000000000000108942	BCMR DESKTOP FIVE USER R2 LIC:CU	1		36	\$75.37	\$75.37	\$75.37	\$2,713.32
000000000000110085	DEFINITY CALL CENTER R6 MIGRATION BASIC TO ELITE 50 AGENT	1		36	\$226.10	\$226.10	\$226.10	\$8,139.60
000000000000110094	DEFINITY CALL CENTER R6 UPGRADE BASIC&PLUS V4 & EARLIER TO R6 50 AGENT	1		36	\$8.63	\$8.63	\$8.63	\$310.68
		MPC Totals -				\$325.80	\$325.80	\$11,728.80
Definity Software		3-Year Term		Full Coverage 24x7				
000000000000115262	DEFINITY SITE ADMINISTRATION RELEASE 1.0	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000115264	DEFINITY LICENSED COPY DEFINITY NETWORK ADMINISTRATIN R1.0	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000106940893	CENTRALIZED ATTENDANT SERVICE MAIN UPGRADE SOFTWARE LIC-DS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000106940901	CENTRALIZED ATTENDANT SERVICE BRANCH UPGRADE SOFTWARE LIC-DS	1			\$0.00	\$0.00	\$0.00	\$0.00

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MPC/Material Code	Description	*Qty	Warranty Expiration Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
000000000000151420	CIRCUIT PACK INTERFACE DS1 TN464GP	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103281614	CIRCUIT PACK TN553 PACKET DATA	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103281804	CIRCUIT PACK TN572 SWITCH NODE CLOCK	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103557468	CIRCUIT PACK TN793 ANALOG LINE 24 PORT	12			\$0.00	\$0.00	\$0.00	\$0.00
000000000103976171	CIRCUIT PACK TN762B HYBRID LINE 8 PORTS	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000105533780	CIRCUIT PACK TN1657 DISK DRIVE	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000106405616	CIRCUIT PACK TN763D AUX TRUNK INTERFACE	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000106495120	CIRCUIT PACK TN1650B ADDITIONAL MEMORY 32MB	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000107058950	SWITCHROOM AUXILIARY FIELD	4			\$0.00	\$0.00	\$0.00	\$0.00
000000000107089922	CIRCUIT PACK TN750C ANNOUNCEMENT BOARD	5			\$0.00	\$0.00	\$0.00	\$0.00
000000000107214702	CIRCUIT PACK DS1 INTERFACE TN464F	5			\$0.00	\$0.00	\$0.00	\$0.00
000000000107784001	CIRCUIT PACK CALL CLASSIFIER TN744D	6			\$0.00	\$0.00	\$0.00	\$0.00
000000000108230624	CIRCUIT PACK TN570C EXPANSION INTERFACE	8			\$0.00	\$0.00	\$0.00	\$0.00
000000000108259664	CIRCUIT PACK TIE TRUNK INTERFACE TN760E	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108276148	CIRCUIT PACK TN2224B DIGITAL LINE 24 PORT	34			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304726	DEFINITY ISDN RIGHT TO USE PRIMARY RATE 100 TO 500 PORTS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304759	DEFINITY ISDN PRI 100 PORTS - 501 PORTS	7			\$0.00	\$0.00	\$0.00	\$0.00
000000000601009418	DEFINITY DUCTWORK 43 INCH DUCTWORK WITH BRACKET G26	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700059652	CP TN2224CP DGTL LN 24PT RT	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Intuity AUDIX HW Platform		3-Year Term		Full Coverage 24x7				
000000000000103268	INTUITY AUDIX IVC6 BOARD	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000000105473	INTUITY AUDIX MAP40P PENTIUM WITH P5120 PACKAGE 2	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000115168	INTUITY AUDIX SWITCH INTEGRATION C-LAN RELEASE 5.0	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Intuity Application Software		3-Year Term		Full Coverage 24x7				
000000000000100659	INTUITY AUDIX RIGHT TO USE SOFTWARE CARTRIDGE RELEASE 4.0	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000103282	INTUITY AUDIX LAN CARD KIT R4	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107083685	INTUITY AUDIX RIGHT TO USE ADDITIONAL SPEECH STORAGE 50-99 HOURS LIC:CP	11			\$0.00	\$0.00	\$0.00	\$0.00

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MPC/Material Code	Description	*Qty	Warranty Expiration Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
000000000700020100	DEFINITY TELSET 6408 DISP+2WAY SPK GRY US 6408D01C-323 ACTR RDY CE2001	30			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Uninterruptible Power Systems		3-Year Term		Full Coverage 24x7				
000000000000101245	POWER UNINTERRUPTIBLE POWER SYSTEM 1000VA EXT 120 VOLT SERIES 1 WITH PKG	5		36	\$29.64	\$148.20	\$148.20	\$5,335.20
000000000000101301	POWER EXTENDED RESERVE CABINET 5-BATT SER 1 UPS 600-2000VA W/PKG	5		36	\$11.97	\$59.85	\$59.85	\$2,154.60
000000000000101302	POWER EXTENDED RESERVE CABINET 10-BATT SER 1 UPS 600-2000VA W/PKG	5		36	\$13.68	\$68.40	\$68.40	\$2,462.40
000000000405509852	POWER SUPPLY WP90110L7 STANDALONE E- STANDALONE	1		36	\$1.52	\$1.52	\$1.52	\$54.72
MPC Totals -						\$277.97	\$277.97	\$10,006.92
Utility Definity		3-Year Term		Full Coverage 24x7				
000000000000178379	DEFINITY G3r v8	1		36	\$0.00	\$0.00	\$0.00	\$0.00
000000000000179457	TDM ports (switch & terminals coverage)	1320		36	\$3.53	\$4,659.60	\$4,659.60	\$167,745.60
MPC Totals -						\$4,659.60	\$4,659.60	\$167,745.60
Utility Messaging		3-Year Term		Full Coverage 24x7				
000000000000178600	INTUITY MAP40 v4.3 or 4.4	1		36	\$0.00	\$0.00	\$0.00	\$0.00
000000000000179503	INT M40,100,OCT 200 - 350 & MM S3400 admin mailboxes grp 6	687		36	\$1.71	\$1,174.77	\$1,174.77	\$42,291.72
MPC Totals -						\$1,174.77	\$1,174.77	\$42,291.72
Custom Solutions		1-Year Term		Full Coverage 24x7				
000000000000111978	CUSTOM SOLUTIONS DAC SHELF TWELVE SLOT	1		12	\$10.25	\$10.25	\$10.25	\$123.00
000000000407845692	CUSTOM SOLUTIONS RECORDER INTERFACE UNIT 4 PORT	13		12	\$8.39	\$109.07	\$109.07	\$1,308.84
MPC Totals -						\$119.32	\$119.32	\$1,431.84
TRANSTALK MAINT		1-Year Term		Full Coverage 24x7				
000000000000106263	TRANSTALK POCKETPHONE MDW9031 WITH KIT OF PARTS	4		12	\$11.89	\$47.56	\$47.56	\$570.72
MPC Totals -						\$47.56	\$47.56	\$570.72
Sold To Totals -						\$6,652.06	\$6,653.27	\$235,511.39
Grand Totals -						\$6,652.06	\$6,653.27	\$235,511.39



CUSTOMER AGREEMENT
(UNITED STATES)

ATTACHMENT D

MAINTENANCE SERVICES TERMS

These Maintenance Services Terms are part of the Customer Agreement for Products and Services between Avaya and Customer, which incorporates these Maintenance Services Terms by reference (the "Agreement"). These Maintenance Services Terms apply if and to the extent Customer acquires Maintenance Services.

1. DEFINITIONS

For purposes of this Attachment, the following definitions will apply:

"Error" means any failure of Supported Products to conform in all material respects to the specifications delivered with the Supported Products.

"Maintenance Services" means the correction of Errors and other maintenance and support services options with respect to Supported Products identified in the order as described further in this Attachment and the SAS. In the event of a conflict between the SAS and this Attachment, the terms of this Attachment will control.

"Service Agreement Supplement" or "SAS" means the Avaya Service Agreement Supplement then current as of the date of Avaya's acceptance of an order for Maintenance Services and available to Customer upon request.

"Services Start Date" means the date specified in the SAS or indicated in the applicable order on which Avaya starts to perform Services.

"Supported Products" means: (i) Products as defined in Attachment A (General Terms) identified in the order for which Maintenance Services are to be provided; and (ii) Added Products (as defined in Section 3). Supported Products include Third Party Products to the extent specific Third Party Products are identified in the order.

"Update" means all new versions of the Software that Avaya makes generally available to subscribers to Avaya's Maintenance Services. Updates are changes in the Software that typically provide maintenance correction only, but do not introduce new optional features. An Update is typically designated with a non-zero decimal as its version number, such as "3.1."

"Upgrade," means a change to the Software that introduces new optional features and functionality. Upgrades are typically designated as a change in the digit(s) to the left of the decimal point (e.g. [x].x).

2. PROVISION AND SCOPE OF MAINTENANCE SERVICES

Avaya will provide Maintenance Services in support of Customer's use of Supported Products. The scope of the Maintenance Services described in the SAS is limited as described below.

2.1 Software Help Line Support. Avaya will provide help line support in accordance with the coverage option that Customer has selected in the order. These coverage options describe, among other things, service hours and target response intervals.

2.2 Updates. As part of Maintenance Services for Software, Avaya will make Updates available to Customer as Avaya or the third party manufacturer makes them generally available to its other customers. Avaya will provide Updates via a website, email or post mail, at Avaya's option. Updates may be remotely installed by Avaya or delivered to Customer for Customer installation. Nothing in the Agreement will be interpreted either to require Avaya to create any Updates in general or any specific Update or to prevent Avaya from offering any specific new version or all new versions of its Software as a separate, stand-alone product for additional charges.

2.3 Support of Current and Prior Software Releases. Avaya will provide Software Maintenance Services only for the unaltered current release of the Software and the prior release.

2.4 End of Support. Avaya may discontinue Maintenance Services for Products that Avaya or the third party manufacturer has declared "end of sales," "end of life," "end of service," "end of support," "manufacture

discontinue" or similar designation ("End of Support") from time to time. Avaya will endeavor to provide notice upon the declaration of a Product as End of Support. The discontinuance will be effective at the next anniversary date of the Services Start Date or such later date as specified in Avaya's notice and the Products will be removed from the list of Supported Products and rates will be adjusted accordingly.

2.5 Replacement Hardware. Replacement Hardware provided as part of Maintenance Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Avaya will become Avaya's property.

2.6 Software License Terms. Updates that may be provided as part of the Maintenance Services will be provided subject to the license grant and restrictions contained in the original agreement under which the applicable Software was licensed to Customer by Avaya. If no such license exists, then the Software License Terms included in this Agreement will apply. If no such terms exist, then Avaya's then current Software License Terms will apply and Avaya will make these terms available to Customer on request.

2.7 Monitoring. Avaya may electronically monitor Supported Products for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine applicable charges; (iii) to verify compliance with applicable software license terms and restrictions.

2.8 Moves of Supported Products. Customer will notify Avaya in advance of moves of Supported Products. Additional charges may apply if Avaya incurs additional costs in providing Maintenance Services as a result of Customer's move of Supported Products.

2.9 General Limitations. Except to the extent expressly stated to the contrary in the SAS, none of the following are included in Maintenance Services:

2.9.1 Diagnosis or support of equipment or software other than Supported Products, including without limitation systems interfacing with Supported Products;

2.9.2 Support of user-defined applications;

2.9.3 Making corrections to user-defined reports;

2.9.4 Data recovery services;

2.9.5 Services associated with relocation of Supported Products;

2.9.6 Support of Supported Products used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Product was licensed by the manufacturer;

2.9.7 Support of Supported Products that have had their serial numbers altered, defaced or deleted;

2.9.8 Maintenance or repair resulting from any of the following: (i) neglect, misuse, power failures or surges, fault or negligence of Customer or causes external to the Supported Products; (ii) Customer's failure to implement new releases of Software provided as part of the Maintenance Services; (iii) Supported Products that have been changed, modified or altered by Customer or a third party; (iv) changes to the environment in which the